

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
CALVIN ADONY MARIANO ESPINOZA, et al.,

Plaintiffs,

-v-

EURO DESIGN AND STONE LLC, et al.,

Defendants.

CIVIL ACTION NO.: 20 Civ. 4381 (SLC)

**ORDER APPROVING SETTLEMENT**

**SARAH L. CAVE**, United States Magistrate Judge.

The parties in this wage-and-hour case under the Fair Labor Standards Act (“FLSA”) have consented to my jurisdiction under 28 U.S.C. § 636(c) and Fed. R. Civ. P. 73 for purposes of reviewing their proposed settlement (ECF No. 131), and have now submitted a joint Letter-Motion in support of settlement (ECF No. 170 (the “Motion”)) and proposed settlement agreement (ECF Nos. 170-1; 178 (the “Agreement”))<sup>1</sup> for approval under Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015). Courts generally recognize a “strong presumption in favor of finding a settlement fair” in FLSA cases like this one, as courts are “not in as good a position as the parties to determine the reasonableness of an FLSA settlement.” Souza v. 65 St. Marks Bistro, No. 15 Civ. 327 (JLC), 2015 WL 7271747, at \*4 (S.D.N.Y. Nov. 6, 2015) (citation omitted).

Having carefully reviewed the Motion, the Agreement, and accompanying exhibits, the Court finds that all the terms of the Agreement, including the allocation of attorneys’ fees and

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<sup>1</sup> On March 23, 2023, the Court issued an order noting two discrepancies in the Agreement: (i) the absence of an allocation of the amount each Plaintiff is to receive; and (ii) an apparent typographical error concerning the number of payments Defendants are to make under the Agreement. (ECF No. 171). On April 24, 2023, the parties submitted a revised Agreement, which corrects both discrepancies and resolves the Court’s concerns. (ECF No. 178).

costs, appear to be fair and reasonable under the totality of the circumstances and in light of the factors enumerated in Wolinsky v. Scholastic Inc., 900 F. Supp. 2d 332, 335 (S.D.N.Y. 2012). Accordingly, the Court approves the Agreement.

This action is dismissed with prejudice and without costs except as may be stated in the Agreement. The Court retains jurisdiction to enforce the Agreement. Any pending motions are moot.

The Clerk of Court is respectfully requested mark ECF No. 170 as “granted,” mail a copy of this order to Defendant Robert Lala at the address below, and close this case.

Dated: New York, New York  
April 25, 2023

SO ORDERED.

  
SARAH L. CAVE  
United States Magistrate Judge

Mail to:

Robert Lala  
3900 Oldfield Crossing Drive  
Jacksonville, FL 32223